



# Exhibitor Terms And Conditions 2024

## **1. Definitions of these Terms and Conditions as follows will apply:**

- 1.1. Organiser: Art Surrey Limited
- 1.2. Exhibitor: Any person, firm or company allocated stand space for a Fair.
- 1.3. Fair: Art Surrey at Epsom Downs Racecourse
- 1.4. Stand Space: The allocated area at the Fair as detailed in the Exhibitor Information Pack.
- 1.5. Exhibitor Information Pack: Information, Prices, Floorplan and Terms sent to exhibitors by email.
- 1.6. Deposit: the amount notified by the Organiser to the Exhibitor for securing Stand Space.
- 1.7. Contract: means any contract between the Organiser and the Exhibitor for allocation of Stand Space incorporating these 'Terms & Conditions'.

## **2. Duration of Fair**

- 2.1. The duration of the Fair will be as set out in the Exhibitor Information Pack; and will include any build-up or takedown time. During the Fair hours, the stand space must be manned at all times.

## **3. Application for Stand Space**

- 3.1. Applications for stand space can be made by contacting Art Surrey requesting a choice of stand. The Organiser reserves the right to grant, or refuse, any application without giving reasons. An application for stand space indicates the applicants' acceptance of these terms and conditions.

## **4. Signatories**

- 4.1. The person booking a stand, or persons booking a stand on behalf of the Exhibitor, will be deemed by the Organiser to have the authority of the Exhibitor to do so. The Exhibitor will have no right to claim against the Organiser, that such person or persons did not have such authority.

## **5. Payment for Stand Space**

- 5.1. Payment for the Stand Space allocated to an Exhibitor must be made to the Organiser prior to the date of the Fair as set out in the Exhibitor Information Pack. A deposit confirms a stand booking with a final payment for the remaining balance. An Exhibitor will not be able to participate at the Fair if full payment is not made 8 weeks prior to the date of the Fair. All payments made are non refundable, (unless owing to exceptional circumstances as per section 6)
- 5.2. In the event a stand needs to be changed or altered, an alternative stand of equal size or bigger at no extra charge will be allocated prior to the event. In the event the organisers have to reduce a stand by a linear metre or more, a refund will be given based on the cost per linear metre.

## **6. Cancellation of Stand Space**

- 6.1. In exceptional circumstances where an exhibitor needs to cancel their stand, this can be requested by email. The organiser may at its sole discretion mark the exhibitor stand as available again and if re-sold a full refund, less an administration fee of £150, will be transferred back to the exhibitor seven days after the event. If the stand does not re-sell, all payments are non refundable.
- 6.2 The Organiser may (at its sole discretion) cancel a stand at any time for any reason and shall in such event advise the Exhibitor in writing and reimburse the rental fee to the Exhibitor in full. The Organiser shall have no other liability to the Exhibitor.

## **7. During the Fair**

- 7.1. The Stand Space must be kept in an orderly fashion. No Exhibitor will be permitted to erect displays in such a manner as, in the opinion of the Organiser to obstruct the light or impede the view in open spaces or gangways or to occasion inconvenience to other Exhibitors.
- 7.2. If in the opinion of the Organiser an Exhibitor's display extends beyond the allocated Stand Space the Organiser may at its sole discretion charge the Exhibitor for the additional area occupied at the prevailing rate or request that the extended display be removed.
- 7.3. Hanging artworks and paintings are not allowed to be stacked on the floor within the Stand Space.

## **8. Take Down**

- 8.1. The Stand Space should not be cleared of exhibits, (excluding sold items which could be replaced), until such time as the Fair closes to the public on the final day. The Exhibitor shall remove all exhibits and display goods and materials from the allocated Stand Space and shall be liable to the Organiser for any storage or handling charges incurred by the Organiser resulting from failure to comply with this condition.

## **9. Assignment**

9.1 Stand Space may not be assigned or sublet without the prior permission of the Organiser.

## **10. Attendance**

10.1. The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all, or any other contracted Exhibitors, to attend the Fair for any reason beyond the reasonable control of the Organiser.

10.2. All Exhibitors should arrive in sufficient time to allow them to fully furnish their stand.

## **11. General**

11.1. The Exhibitor shall fully indemnify the Organiser against all claims, damages and proceedings and losses whatsoever made against or incurred by the Organiser as a result of the Exhibitor exhibiting or advertising any goods or services at the Fair.

11.2. Information given by the Organiser about the Fair in any promotional or advertising material is accurate to the best of its knowledge, but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission does not entitle the Exhibitor to cancel this contract and/or claim against the Organiser for compensation.

## **12. Insurance**

12.1 The Exhibitor shall effect at its own cost full indemnity insurance against usual risks in respect of loss, damage or injury to goods (in transit, on display on stand or in public area, or while being handled by wrappers) or persons for the full duration of the Fair of not less than £2,000,000.

## **13. Organisers Liability**

13.1. The Organiser shall not be liable for any loss or damage (including consequential or indirect loss or damage arising from the organisers negligence) and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss or damage to goods or property of the Exhibitor or any other person, or personal injury to the Exhibitor or any other person (but only so far as such injury is not covered by the organisers negligence).

13.2. In the event that the premises where the Fair is due to be held shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of, but not exclusively, fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lock-out, labour dispute, picketing, embargo, injunction, riot or any other cause or agency over which the Organiser has no control, or should the Organiser decide that owing to any such cause of agency it is necessary or advisable to curtail, relocate or change the date of the Fair or reduce the planned period of preparation, display or dismantling the Exhibitor waives any and all claims that it might have against the Organiser for refunds, loss, damages or expenses.

## **14. Exhibitor Images**

14.1 Images supplied for approval and website entry will be deemed available for use by Art Surrey Limited across all forms of social media and publicity unless informed otherwise.